

Purchasing Division 221 East Main Street Round Rock, Texas 78664-5299 512-218-6682

www.roundrocktexas.gov

Solicitation #12-007

## REQUEST FOR PROPOSAL LIBRARY SERVICES STRATEGIC MASTER PLAN CONSULTANT

Responses Due: April 17, 2012

#### **CITY OF ROUND ROCK**

#### REQUEST FOR PROPOSAL LIBRARY SERVICES STRATEGIC MASTER PLAN

#### **PART I**

#### **GENERAL**

1. <a href="PURPOSE">PURPOSE</a>: The City of Round Rock, hereinafter "City", seeks an agreement with a qualified Individual, Firm, or Corporation, hereafter referred to as "Respondent", to provide a comprehensive ten-year strategic master plan and implementation guide, hereinafter "Plan", that shall define the current and future roles and responsibilities of the City's Library, hereinafter "Library" in meeting the needs of the community. Furthermore, the Plan shall outline the Library's significance in contributing to the City's broader goal to be the City of Choice.

The purpose of the Plan is to provide analysis, guidance and a "road map" to assure that the Library can accommodate the growing service, program, facility and technology needs of its customers. To enable this directive, the City seeks a comprehensive Strength, Weakness, Opportunity and Threat (SWOT) Analysis of the Library and its current service delivery methods, a clear set of priorities to meet the growing need for service expansion and a step-by-step action plan and schedule that can be supported through policy and a commitment of City resources. Areas of focus shall include but not be limited to resources, programs, technology, facilities, staffing, budget and funding.

2. BACKGROUND AND HISTORY: The City of Round Rock, Texas, with a population of 150,000, to include those residents living just outside the City limits, is located 15 miles north of Austin in the Central Texas Hill Country. This location places the City within three hours driving time to ninety percent of the population of the State of Texas. The City has experienced tremendous growth over the past ten years and is home to a number of major employers. The City is scheduled for a 2060 build-out of 300,000 residents.

The history of the Library spans over 50 years and includes:

- 2.1. 1962 Area Library was organized by the Round Rock Ladies Home Demonstration Club.
- **2.2.** 1965 Library was administered by the state-chartered, nonprofit, Round Rock Public Library Association.
- **2.3.** 1977 City of Round Rock officially assumed ownership of the Library.
- **2.4.** 1978 Library had to be closed because the building had structural damage.
- **2.5.** 1979 Library was relocated and opened for business in a temporary building on Liberty Street.
- **2.6.** 1980 Two-story structure was dedicated on the original site; the Library used the first floor and the City Council Chamber occupied the second floor.
- **2.7.** 1988 The Library installed the Automated Library System.
- **2.8.** 1996 Round Rock citizens voted for and passed a \$3.5 million bond issue to expand the Library from 11,000 square feet to 43,000 square feet.
- **2.9.** 1999 Library building was named for two residents active in Round Rock civic organizations and instrumental in starting and maintaining the Library: Robert G. and Helen Griffith.
- **2.10.** 2008 renovations completed adding space for the Art Gallery.
- 2.11. 2010 Library installed RFID (Radio Frequency ID) System.

- 3. EXISTING FACILITES, BUDGET AND STAFF: The Library is housed in a 43,000 square foot facility and serves the community with a variety of resources, services and programs. The Library is staffed by 29 full time staff members and utilizes over 6,800 volunteer staff hours annually. The facility is open seventy-one (71) hours per week, seven days per week. The approved Financial Year (FY) 2011 budget was \$2,419,690.00. More information on the Library can be obtained from the City's website: http://www.roundrocktexas.gov/home/index.asp?page=5.
- 4. LOCATION: The Library is located at 216 E. Main Street, Round Rock, Texas 78664.
- **5. CURRENT SERVICE STATISTICS**: The following usage and service statistics are available for October 1, 2010 through September 30, 2011.

5.1. Total Items in Collection: 182,791
5.2. Circulation Transactions: 854,261
5.3. Customer Visits: 291,591
5.4. Program Attendance: 30,092

- **6. CURRENT SERVICES**: Current Library services include but are not limited to:
  - **6.1.** Public meeting rooms
  - 6.2. Study rooms
  - **6.3.** Public access computers with printers
  - **6.4.** Other equipment including a typewriter, photocopiers, microfilm/fiche reader with printer
  - **6.5.** Art gallery
  - 6.6. Audiobooks, music CDs, DVDs, downloadable eBooks
  - 6.7. Reference assistance
  - **6.8.** Tax forms
  - **6.9.** Youth programming to include but not limited to:
    - **6.9.1.** Summer reading program
    - 6.9.2. Storytimes
    - **6.9.3.** Puppet shows
  - 6.10. Reference databases
  - 6.11. Book club kits
  - **6.12.** Adult programming to include but not limited to:
    - 6.12.1. Classic film night
    - **6.12.2.** Community-wide reading program
    - 6.12.3. Author events
  - **6.13.** Laptops available for use in the library
  - **6.14.** Large print books
  - **6.15.** Genealogy collection (in partnership with the Williamson County Genealogical Society)
  - 6.16. Magazines
  - 6.17. Interlibrary loan
  - **6.18.** Foreign language collections: Hindi, Spanish and Chinese

- **6.19.** Friends of the Round Rock Public Library ongoing book sale
- 6.20. Computer classroom
- 7. <u>DEFINITIONS, TERMS AND CONDITIONS</u>: By submitting a response to this solicitation, the Respondent agrees that the City's standard Definitions, Terms and Conditions, in effect at the time of release of the solicitation, shall govern unless specifically provided otherwise in a separate agreement or on the face of a purchase order. Said Definitions, Terms and Conditions are subject to change without notice. It is the sole responsibility of respondents to stay apprised of changes. The City's Definitions, Terms and Conditions can be obtained from the City's website: <a href="http://www.roundrocktexas.gov/home/index.asp?page=463">http://www.roundrocktexas.gov/home/index.asp?page=463</a>.
- 8. <u>INSURANCE</u>: The Respondent shall meet or exceed ALL insurance requirements set forth by the Insurance Requirements as identified on the City's website at <a href="http://www.roundrocktexas.gov/home/index.asp?page=463">http://www.roundrocktexas.gov/home/index.asp?page=463</a>.
- **9. ATTACHMENTS**: Attachment A is herein made a part of this solicitation:
  - 9.1. Attachment A: Reference Sheet
- 10. **CLARIFICATION**: For questions or clarifications of specifications, you may contact:

Joy Baggett
Purchasing Department
City of Round Rock
Telephone: 512-218-6682
jbaggett@round-rock.tx.us

The individual listed above may be contacted by telephone or visited for clarification of the specifications only. No authority is intended or implied that specifications may be amended or alterations accepted prior to solicitation opening without written approval of the City of Round Rock through the Purchasing Department.

- **11. QUALIFICATIONS**: The opening of a solicitation shall not be construed as the City's acceptance of such as qualified and responsive. All Respondents shall:
  - **11.1.** Be firms, corporations, individuals or partnerships normally engaged in the sale and distribution of commodity or provision of the services as specified herein.
  - **11.2.** Have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the City.
  - **11.3.** Provide a representative list of services of a scale and complexity similar to the services being considered by the City. The list shall include the location, client, services provided by your firm, term of services and an owner contact name.
- **12. BEST VALUE EVALUATION AND CRITERIA**: Respondents may be required to make an oral presentation to the selection team to further present their qualifications. These presentations will provide the Respondent the opportunity to clarify their proposal and ensure a mutual understanding of the services to be provided and the approach to be used.

All solicitations received may be evaluated based on the best value for the City. In determining best value, the City may consider:

- **12.1.** Purchase price and terms;
- **12.2.** Reputation of Respondent and of Respondent's goods and services;
- **12.3.** Quality of the Respondent's goods and services:
- **12.4.** The extent to which the goods and services meet the City's needs;

- **12.5.** Respondent's past relationship with the City;
- **12.6.** The total long-term cost to the City to acquire the Respondent's goods or services;
- **12.7.** Any relevant criteria specifically listed in the solicitation.
- **12.8.** The City reserves the right to reject any or all responses, or delete any portion of the response, or to accept any response deemed most advantageous, or to waive any irregularities or informalities in the response received that best serves the interest and at the sole discretion of the City.
- **13. AGREEMENT TERM**: The terms of the awarded agreement shall be as follows:
  - **13.1.** The term of the resulting agreement shall be ten (10) consecutive twelve (12) month periods from the effective date.
    - **13.1.1.** Part II of RFP, Scope of Work Phase I and II shall be one (1) consecutive twelve (12) month periods from the effective date.
    - **13.1.2.** Part II of RFP, Scope of Work Phase III shall be nine (9) consecutive twelve (12) month period from the effective date.
    - **13.1.3.** If the respondent fails to perform its duties in a reasonable and competent manner, the City shall give written notice the respondent of the deficiencies and the respondent shall have thirty (30) days to correct such deficiencies. If the respondent fails to correct the deficiencies with the thirty (30) days, the City may terminate the agreement by giving the respondent written notice of termination and the reason for the termination.
    - **13.1.4.** If the agreement is terminated, for any reason, the respondent shall turn all records and data gathered pertaining to the Plan to the City within fifteen (15) working days after completion of duties contained in the agreement.
- **14. PRICE INCREASE OR DECREASE**: A price increase to the agreement shall not be permitted.
- **AWARD**: The City reserves the right to enter into an agreement or a purchase order with a single award, split awards, non-award, or use any combination that best serves the interest and at the sole discretion of the City. Award announcement will be made upon City Council approval of staff recommendation and executed agreement. Award announcement will appear on the City's website at <a href="http://www.roundrocktexas.gov/home/index.asp?page=463">http://www.roundrocktexas.gov/home/index.asp?page=463</a>.
- **ACCEPTANCE**: Acceptance of each deliverable specified herein should not take more than ten (10) working days. The vendor will be notified within this time frame if the goods delivered is not in full compliance with the specifications. If any agreement or purchase order is canceled for non-acceptance, the needed good may be purchased elsewhere and the vendor may be charged full increase, if any, in cost and handling.
- 17. PROMPT PAYMENT POLICY: Payments will be made in accordance with the Texas Prompt Payment Law, Texas Government Code, Subtitle F, Chapter 2251. The City will pay Vendor within thirty days after the acceptance of the supplies, materials, equipment, or the day on which the performance of services was completed or the day, on which the City receives a correct invoice for the supplies, materials, equipment or services, whichever is later. The Vendor may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply to payments made by the City in the event:
  - **17.1.** There is a bona fide dispute between the City and Vendor concerning the supplies, materials, services or equipment delivered or the services performed that causes the payment to be late; or

- **17.2.** The terms of a federal agreement, grant, regulation, or statute prevent the City from making a timely payment with Federal Funds; or
- **17.3.** The is a bona fide dispute between the Vendor and a subcontractor or between a subcontractor and its suppliers concerning supplies, material, or equipment delivered or the services performed which caused the payment to be late; or
- **17.4.** The invoice is not mailed to the City in strict accordance with instructions, if any, on the purchase order or agreement or other such contractual agreement.
- **18. NON-APPROPRIATION**: The resulting Agreement is a commitment of the City's current revenues only. It is understood and agreed the City shall have the right to terminate the Agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to purchase the estimated yearly quantities, as determined by the City's budget for the fiscal year in question. The City may affect such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.

#### **PART II**

#### **SCHEDULE**

 SOLICITATION SCHEDULE: It is the City's intention to comply with the following solicitation timeline:

1.1. Solicitation released March 17, 2012

1.2. Pre-Solicitation Meeting and Site Visit (Non-mandatory) March 29, 2012

March 29, 2012 at 2:00 pm CT Round Rock Library Meeting Room 216 E. Main Street Round Rock, Texas 78664

**Call In Participation: (661) 673-8600** 

**1.3.** Deadline for questions March 30, 2012

**1.4.** City responses to all questions or addendums April 5, 2012

1.5. Responses for solicitation due by 3:00 PM April 17, 2012

**1.6.** Oral Presentation (if necessary) TBD

All questions regarding the solicitation shall be submitted in writing by 5:00 PM on the due date noted in PART II, Paragraph 1, sub-paragraph 1.3. A copy of all the questions submitted and the City's response to the questions shall be posted on our webpage, <a href="http://www.roundrocktexas.gov/home/index.asp?page=463">http://www.roundrocktexas.gov/home/index.asp?page=463</a>. Questions shall be submitted to the City contact named in PART I, Paragraph 9.

The City reserves the right to modify these dates. Notice of date change will be posted to the City's website.

2. PRE-SOLICITATION MEETING: A pre-solicitation meeting, and site visit will be conducted to fully acquaint Respondents with the existing Library facilities. The pre-solicitation meeting will be conducted on:

March 29, 2012 at 2:00 pm CT Round Rock Library Meeting Room 216 E. Main Street Round Rock, Texas 78664

**Call In Participation: (661) 673-8600** 

**2.1.** The City considers this pre-solicitation meeting **Non-mandatory**.

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- 3. <u>SOLICITATION UPDATES</u>: Respondents shall be responsible for monitoring the City's website at <a href="http://www.roundrocktexas.gov/home/index.asp?page=463">http://www.roundrocktexas.gov/home/index.asp?page=463</a></u> for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancelations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.
- **RESPONSE DUE DATE**: Signed and sealed responses are due no later than **3:00 PM**, on the date noted above to the Purchasing Department. Mail or carry sealed solicitations to:

City of Round Rock Purchasing Department 221 E. Main Street Round Rock, Texas 78664-5299

- **4.1.** Responses received after this time and date shall not be considered.
- **4.2.** Sealed responses shall be clearly marked on the outside of packaging with the Solicitation title, number, due date and "**DO NOT OPEN**".
- **4.3.** Facsimile or electronically transmitted responses are **not acceptable**.
- **4.4.** Late responses will be returned to Respondent unopened if return address is provided.
- **5. AGREEMENT NEGOTIATIONS**: In establishing an agreement as a result of the solicitation process, the City may:
  - **5.1.** Review all submittals and determine which Respondents are reasonable qualified for award of the agreement.
  - **5.2.** Determine the Respondent whose submittal is most advantageous to the City considering the evaluation criteria.
  - **5.3.** Attempt to negotiate with the most responsive Respondent an agreement at fair and reasonable terms, conditions and cost.
  - **5.4.** If negotiations are successful, enter into an agreement or issue a purchase order.
  - **5.5.** If not successful, formally end negotiations with that Respondent. The City may then:
    - **5.5.1** Select the next most highly qualified Respondent and attempt to negotiate an agreement at fair and reasonable terms, conditions and cost with that Respondent.
    - **5.5.1** The City shall continue this process until an agreement is entered into or all negotiations are terminated.
  - 5.6 The City also reserves the right to reject any or all submittals, or to accept any submittal deemed most advantageous, or to waive any irregularities or informalities in the submittal received.
- **6. POST AWARD MEETING**: The City and Respondent shall have a post award meeting to discuss, but not be limited to the following:
  - **6.1.** City contact(s) information for implementation of agreement.

- **6.2.** Agreement terms and conditions.
- **6.3.** Specific milestones, goals and strategies to meet objectives.

#### **PART III**

#### **SPECIFICATIONS**

- **1.** PHASE I SCOPE OF WORK: With the goal of developing the Plan as specified herein, Respondent shall be responsible for, but is not limited to carrying out the following tasks:
  - 1.1. Thoroughly review existing Library Plan and current services and delivery methods.
  - **1.2.** Assess the current and projected City demographics as they pertain to the Library's service needs.
  - **1.3.** Conduct comparative analysis of City's growth trends to similar, adjacent communities.
  - **1.4.** Conduct comparative analysis of Library services offered in similar, adjacent communities.
  - **1.5.** Conduct Community Engagement effort to garner input from citizens on current and desired Library services. Community Engagement shall be obtained from all community demographic segments to include senior population segment that cannot drive or that do not have access to public transportation.
  - **1.6.** Conduct complete SWOT Analysis for Library as described herein. SWOT Analysis shall include but not be limited to:
    - 1.6.1 Resources/Collection
    - 1.6.2 Programs
    - 1.6.3 Technology
    - 1.6.4 Facilities
      - **1.6.4.1** Evaluate current Library space and how the space might be used more effectively
      - 1.6.4.2 Evaluate facility options to include renovating, location change or additional location
    - **1.6.5** Staffing
    - **1.6.6** Budget
    - **1.6.7** Funding
  - **1.7** Identify core business of Library.
  - **1.8** Identify regional resource partnerships, such as regional colleges that offer Library resources.
  - **1.9** Identify short and long term funding strategies.
- 2. PHASE II SCOPE OF WORK: The deliverables provided to the City as a result of the Phase I work and SWOT Analysis shall yield the following:
  - **2.1.** Detailed SWOT Analysis Summary with action plan to capitalize on the strengths and address the weaknesses of the Library's current service delivery. The summary shall include, but not be limited to the following areas:
    - **2.1.1** Analysis of City demographics and growth trends as they pertain to Library services;
    - 2.1.2 Analysis of current Library services offered and future library services desired. This information shall be a result of the findings from Community Engagement efforts and the analysis of Library services offered in similar, adjacent communities. This analysis shall also incorporate recommendations based on Best Practices from successful Libraries nationwide and in communities of similar size.
    - **2.1.3** Articulation of the Library SWOT Analysis as it pertains to the following with recommendations for each area to improve Library service delivery:

- 2.1.3.1 Resources/Collection
- **2.1.3.2** Programs
- **2.1.3.3** Technology
- 2.1.3.4 Facilities
  - Evaluation of current Library space and how the space might be used more effectively;
  - Evaluation of facility options to include renovating or location change
- **2.1.3.5** Staffing
- 2.1.3.6 Budget
- **2.1.3.7** Funding
- **2.2** Definition of the core business of the Library and its role and responsibilities in meeting the needs of the community.
- **2.3** Ten year schedule of implementation for Plan and associated recommendations.
  - **2.3.1** Schedule shall detail capital requirements, projected budget and funding requirements;
  - **2.3.2** Facility recommendations with supporting organization chart and staffing plan. These recommendations shall include:
    - **2.3.2.1** Current facility optimization recommendations;
    - **2.3.2.2** Potential site identification map;
    - **2.3.2.3** Mobile resource recommendations if applicable.
  - **2.3.3** Implementation with measureable objectives.
- 2.4 Finding of regional resource partnerships, such as regional colleges that offer Library resources.
- 2.5 Finding of short and long term funding strategies.
- **2.6** Statement of trends affecting the future of libraries in general.
- 3. PHASE III SCOPE OF WORK Successful Respondent may be required to engage with the City in an on-going consulting capacity for a period of nine (9) years to assist with the implementation of said Plan. City recognizes that Master Plans must be flexible to accommodate changing growth and economic trends.
  - **3.1** Terms of Phase III agreement are outlined in Part 1, #13 of the RFP.
  - **3.2** The Cost Proposal for on-going ten year agreement shall be included in response per the Submission Requirements. Cost proposal shall be broken out into Phase I, II and III.

#### **PART IV**

#### **SUBMISSION REQUIREMENTS**

1. <u>SOLICITATION SUBMISSION REQUIREMENTS</u>: To achieve a uniform review process and obtain the maximum degree of comparability, the responses shall be organized in the manner specified below. Responses shall not exceed twenty (30) pages in length (excluding title pages(s) and index/table of contents, attachments or dividers). Information in excess of those pages allowed will not be evaluated. One page shall be interpreted as one side of a double-spaced, printed, 8 1/2" X 11" sheet of paper. It is recommended that responses not be submitted in ringed binders or metal spirals to conserve cost for both the Respondent and the City.

The Respondent shall submit one (1) original signed paper copy and four (4) copies, clearly identified as a "COPY" of its Response.

In addition, the Respondent shall submit one (1) CD, each containing a complete copy of Respondent's submission in an acceptable electronic format (PDF, RTF, TXT, DOC, XLS). A complete copy of the Response includes all documents required by this Solicitation. The CD shall be titled: "SOLICITATION NUMBER - Complete copy of [Name of Respondent]'s submission."

If supplemental materials are included with the Response, each CD must include such supplemental materials. The Response and accompanying documentation are the property of the City and will not be returned.

1.1. <u>Title Page</u> (1 page) – Show the solicitation title and number, the name of your firm, address, telephone number(s) name of contact person and date.

#### **TAB #1**

- 1.2. <u>Letter of Transmittal</u> (1 page) Identify the services for which solicitation has been prepared.
  - 1.2.1. Briefly state your firms understanding for the services to be performed and make a positive commitment to provide the services as specified.
  - 1.2.2. Provide the name(s) of the person(s) authorized to make representations for your firm, their titles, address, telephone numbers and e-mail address.
  - 1.2.3. The letter of each solicitation shall be signed in permanent ink by a corporate officer or other individual who has the authority to bind the firm. The name and title of the individuals(s) signing the solicitation shall be clearly shown immediately below the signature.

#### **TAB #2**

1.3. Table of Contents (1 page) – Clearly identify the materials by Tab and Page Number.

#### **TAB #3**

- 1.4. <u>Previous Performance/Experience</u> Provide detailed information on firm and team experience with providing consultant services as described in the Scope of Work.
  - 1.4.1. Respondent shall identify the project team and provide statement of qualifications for those individuals to include education, professional registrations and areas and years of service in the respective field.
  - 1.4.2. Provide the name, address, telephone number and e-mail of at least three (3) firms applicable to Municipal and/or Government projects that have utilized similar service for at least (two) 2 years. Include an brief overview of each project with, at a minimum, a short description of the services provided, including costs and methodology used for projects. References may be checked prior to award. Any negative responses received may result in disqualification of submittal. NOTE: REFERENCE FORM (ATTACHMENT A) PROVIDED. E-MAIL ADDRESSES ARE REQUIRED.
  - 1.4.3. Attachment A: Reference Sheet.

TAB #4

1.5. <u>Available Resources and Consultant Location</u> – Provide information on size, resources and business history of the firm.

TAB #5

1.6. <u>Subcontractor Information</u>: If Respondent intends to use subcontractors in the performance of this project, a list of said subcontracts must be submitted with solicitation response. The list shall include company name, address, phone number, contact name and reference list. Information shall be provided to demonstrate their qualifications. The City reserves the right to approve or disapprove any and all subcontractors prior to any work being performed.

**TAB #6** 

1.7. <u>Methodology</u>— Respondent shall define the method and approach to be used in creating the Plan. The Methodology shall demonstrate a thorough knowledge and understanding of Strategic Master Planning for Library Services as outlined in the Scope of Work.

**TAB #7** 

1.8. <u>Timeline</u> – Respondent shall provide a detailed schedule of the complete project as per the specifications contained herein.

**TAB #8** 

1.9. <u>Samples of Work</u> – The Respondent shall provide samples of work to demonstrate their capacity for delivering necessary components contained within the Scope of Work.

**TAB #9** 

- 1.10. <u>Cost Proposal</u> Respondent shall include a cost proposal to provide services as described herein.
  - 1.10.1. Cost proposal shall be value engineered and the break-down shall include a not-to-exceed fee schedule for each aspect and three phases of the service.
  - 1.10.2. City shall reimburse successful Respondent for required travel at GSA per diem rates. Other requirements and restrictions may apply.

TAB #10

1.11. <u>Sample Standard Contract</u> – Respondent shall include a copy of the firm's standard contract.

TAB #11

1.12. <u>Disclosure of Litigation</u> – Respondent shall identify any pending or past involvement in litigation.

# ATTACHMENT A RESPONDENT'S REFERENCE SHEET

#### PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

so	LICITATION NUMBER:				
RESPONDENT'S NAME:				DATE:	
Mu Ro	nicipal and/or Governmei	nt proje not app	cts that have utili blicable. Referen	point of contact of at least three (ized similar service for at least two less may be checked prior to awas solicitation.	o (2) years. City of
1.	Company's Name Name of Contact Title of Contact E-Mail Address				
	Present Address				
	City, State, Zip Code Telephone Number			Fax Number: (	,
2.	Company's Name Name of Contact Title of Contact E-Mail Address Present Address City, State, Zip Code				
	Telephone Number	(	)	Fax Number: (	)
3.	Company's Name Name of Contact				
	Title of Contact				
	E-Mail Address				
	Present Address				
	City, State, Zip Code				
	Telephone Number	(	)	Fax Number: (	)

FAILURE TO PROVIDE THE REQUIRED INFORMATION WITH THE SOLICITATION RESPONSE MAY AUTOMATICALLY DISQUALIFY THE RESPONSE FROM CONSIDERATION FOR AWARD.